

Agenda Item Form

Agenda Date: 07/27/2004

Districts Affected: All

Dept. Head/Contact Information: Christian Gerstheimer X: 20 or Amy Grimm X: 14

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☒ Other Source: Loan of art from the Southeastern Center for Contemporary Art, Winston-Salem, North Carolina

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): John Nance ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: _____

Why is this item necessary:

That the Director of the El Paso Museum of Art be authorized to sign an Intoming Loan Agreement with the Southeastern Center for Contemporary Art, Winston-Salem, North Carolina, for the exhibition "Home House Project,"

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Exhibition fee is \$3,000.00 with shipping fees not to exceed \$3,000.00

Statutory or Citizen Concerns:

None

Departmental Concerns:

None

July 14, 2004

TO: Mayor and City Council

FROM: Becky Duval Reese 

RE: Loan



The El Paso Museum of Art requests that the Director of the El Paso Museum of Art be authorized to sign an Incoming Loan Agreement for the exhibition "*Home House Project*", April 24, 2005 – August 14, 2005, organized by the Southwestern Center for Contemporary Art, Winston-Salem, North Carolina. Exhibition fee is \$10,000.00 with shipping fees not to exceed \$3,000.00

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Director of the El Paso Museum of Art be authorized to sign an Incoming Loan Agreement for the exhibition ***"Home House Project,"*** April 24, 2005 – August 14, 2005, organized by the Southeastern Center for Contemporary Art, Winston-Salem, North Carolina. Exhibition fee is \$10,000.00 with shipping fees not to exceed \$3,000.00.

ADOPTED this 27th day of July, 2004.

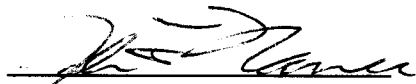
CITY OF EL PASO:

Joe Wardy
Mayor

ATTEST:

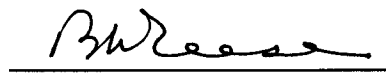
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:



Becky Duval Reese, Director
El Paso Museum of Art

Exhibition Loan Agreement

between

Southeastern Center for Contemporary Art

**750 Marguerite Drive
Winston-Salem, North Carolina
(336) 725-1904 / (336) 722-6059 fax
dbrown@secca.org
(hereafter referred to as SECCA)**

and

**Becky Duval Reese
Executive Director
El Paso Museum of Art
One Arts Festival Plaza
El Paso, TX 79901
915.532.1707
Email: DuvalReeseB@elpasotexas.gov
(hereafter referred to as Exhibitor)**

In accordance with the conditions attached to this contract
we, the undersigned, agree to show the exhibition:

Title of Exhibition

HOME House Project

From: April 24, 2005

To: August 14, 2005

Exhibition loan fee: \$10,000.

Shipping: Not to exceed \$3,000.

Signatures: _____
Vicki Kopf, Executive Director, SECCA

Date: _____

For: Becky Duval Reese, Ex. Dir., El Paso Museum of Art

Date: _____

Conditions of Exhibition Contract

A. GENERAL

1. The exhibition will be shown in a dignified and suitable manner appropriate to its contents, at the place named in this contract. Any proposed change in the exhibition site must be approved, in writing, by SECCA at least three months prior to the exhibition opening.
2. The exhibition must be shown in its entirety without deletions or additions unless written permission for specific changes is obtained from SECCA prior to the exhibition's opening. In general, deletions will be permitted only if the Exhibitor's galleries are of inadequate size to permit showing the exhibition at full scale.
3. The exhibition must be identified with the following credit(s) at or near the entrance to the galleries in which it is installed:

*The **HOME House Project** was organized by the Southeastern Center for Contemporary Art, Winston-Salem, North Carolina and was made possible by grants received from the North Carolina Arts Council, an agency funded by the State of North Carolina and the National Endowment for the Arts; the Elizabeth Firestone Graham Foundation; and an anonymous gift. The **HOME House Project Design Awards** were made possible by a generous gift from Bank of America. This project is supported in part by an award from the National Endowment for the Arts, which believes that a great nation deserves great art. (NEA logo will be furnished with tour materials).*

Should credit for local sponsorship be required it must be given on a separate line below SECCA's credit line as specified above.

4. The exhibition must be installed only in a facility of fireproof construction that is equipped with adequate heating/cooling, fire detection/prevention, on a 24-hour-per-day, 7-day-per-week basis.
5. The area in which the exhibition is stored temporarily, unpacked/repacked, and otherwise prepared in advance of its installation and following its dismantling must be locked and secured at all times. During nonworking hours this area must be either monitored electronically or toured regularly by the Exhibitor's security staff. During the hours the exhibition is on public view or whenever the galleries are open to staff and/or special groups, security staff sufficient to fully cover the exhibition must be deployed. For specific works, Exhibitor must utilize special installation materials and/or procedures. Galleries should be locked, if possible, and secure during nonpublic hours and must also be monitored electronically or be toured regularly by the Exhibitor's security staff.

6. Since most works of art are vulnerable to deterioration when exposed to excessive heating/cooling and light sources:

- (1) *No work of art shall be permitted to come into direct contact with heating/ventilating outlets.*
- (2) *Works on paper (drawings, collages, watercolors, prints, and photographs) shall not be exposed to sunlight, strong incandescent light, or fluorescent light (unless the fluorescent fixtures have fitted with ultraviolet-resistant filters). The level of illumination for works on paper should be restricted to 10 to 15 footcandles, or as otherwise specified by SECCA.*

7. No work of art may be unframed without the express permission of SECCA.

8. SECCA reserves the right to withdraw a work or works from the exhibition during its circulation for cause. In such instances, the Exhibitor is requested to comply promptly with packing/shipping instructions provided by SECCA. If feasible, SECCA will replace withdrawn work(s) with another (others) of comparable quality. The expense involved in the withdrawal/substitution of work(s) will be covered by SECCA unless alternate arrangements are made.

B. INSURANCE, REPORTING DAMAGES

9. SECCA will provide Standard All Risk Fine Arts insurance on the exhibition, which will include a waiver of subrogation against the Exhibitor. The Exhibitor will be held responsible for the first \$500 of any loss or damage per incident or for each individual claim. A Certificate of Insurance will be provided upon request.

10. Any damage, whether it may have occurred in transit or on the Exhibitor's premises, and regardless of who may be responsible, must be reported immediately by telephone:

*Telephone: Curatorial Office/SECCA
(336) 725-1904 / (336) 722-6059 fax
email: jrickards@secca.org*

Additionally, should it appear that the damage occurred in transit, the Exhibitor shall also notify the carrier immediately, and shall save all packing materials until an inspection has been made by the carrier or its representative.

C. SHIPMENT

11. Unless otherwise arranged in advance, SECCA will make all arrangements for the shipment of the exhibition. The Exhibitor is requested to pack and ship the exhibition as directed by SECCA in order to meet the schedule of the succeeding Exhibitor.
12. If the Exhibitor is unable to receive shipment of the exhibition within a reasonable period in advance of the scheduled opening, it will absorb the cost of an acceptable interim storage facility and related expenses.
13. The Exhibitor must follow SECCA's instructions regarding security, handling, unpacking/packing, installation, and shipment, and must complete the following forms as noted:
 - a. Condition Report: to be completed as soon after the arrival of the exhibition as possible. (The condition inspection should be made as soon as feasible after the arrival of the exhibition in case damage occurred in transit).
 - b. Notification of Shipment: notification to be sent via phone, fax or email the day on which the exhibition is collected for shipment to the next Exhibitor.
 - c. Exhibition Report Form: to be completed at the close of the exhibition's showing. (See Condition 19)

D. FINANCIAL ARRANGEMENTS

14. The exhibition loan fee is \$10,000. This fee covers a share of the basic expense of organizing this exhibition, its preparation, and its supervision. \$5,000 is due upon the return of a signed contract. The remaining monies will be billed 30 days after exhibition opens and is due 30 days after the exhibition closes. An estimated shipping fee will be included and is due at the same time. This fee covers the design, materials, packing, and construction of the crates, as well as a pro-rated one-way shipping charge. At the close of the exhibition any shipping monies due venues will be returned.
15. If circumstances require the Exhibitor to cancel its showing of the exhibition, **SECCA MUST BE NOTIFIED IN WRITING FOUR MONTHS IN ADVANCE OF THE OPENING DATE.** An Exhibitor providing notice of cancellation after this date will be billed for the full exhibition rental fee, unless SECCA is able to secure a replacement booking.
16. Canadian Exhibitors are responsible for all costs of U.S. and Canadian customs clearance incurred when an exhibition leaves and re-enters the United States.

17. Each Exhibitor is responsible for all local costs incurred in presenting the exhibition, including but not limited to its unpacking/repacking, installation, publicity, etc.

E. PUBLICITY

18. A suggested press release for the exhibition, together with selected digital images, will be forwarded to the Exhibitor approximately three months prior to the exhibition's opening. A limited selection of color transparencies, slides, or other materials may also be made available.

19. An exhibition report must be completed at the close of the showing and be returned to the Curatorial Office at SECCA. This report should include the following:

- a. *Color slides or digital images of the installation (minimum 5 views)*
- b. *Any printed matter produced in conjunction with the exhibition: bulletins, press releases, checklists, invitations, etc. (3 copies of each). (See Condition 25)*
- c. *Reviews of the exhibition: newspaper clippings, magazine articles, etc. (1 copy each).*
- d. *Attendance figures for this exhibition.*

The costs of supplying this photographic and other documentation shall be borne by the Exhibitor, except when additional prints, copies, or expedited services are requested by SECCA.

F. TEXT AND PHOTOGRAPH REPRODUCTION

20. Exhibition texts and checklists provided by SECCA may not be altered or revised without the permission of SECCA.

21. When bearing the international copyright symbol:
"Southeastern Center for Contemporary Art,
Winston-Salem, NC. All rights reserved."

Text material may not be used in any form in any publications or supplementary material, except as specified in correspondence from SECCA, without the advance permission of SECCA.

22. Full catalogue information about the work of art, its complete ownership credit, and the name of the photographer, as indicated on the exhibition checklist and the label on the reverse of the photograph, must be provided whenever a photograph is produced by the Exhibitor. This information about the work of art must appear directly under the reproduction, or on the page facing it. The following information is requested.

Artist's name

Title, date

Medium

Name of lender (exactly as listed)

Name of photographer

23. The photographer's credit line, which must always be indicated, may in an exhibition brochure or publication produced by the Exhibitor, appear in a separate photographer's credit listing. In such listings, the page or catalogue number of the reproduction must also be indicated.

24. Images reproduced from black-and-white photographs or negatives, color transparencies, or slides, whether for publicity or any other purposes, may not be cropped or bled off the page, printed in any single color other than black, nor may anything be superimposed on the image.

25. SECCA requests twelve copies of any brochure, publication, or poster produced in conjunction with the exhibition for its library and archives. Copies should be forwarded to the Curatorial Department at SECCA.